



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Altwies, Tony; Chock, Raymond
Assignee: ZiLOG, Inc.
Title: Method And System For Electronic Data Sales And Distribution Over Wide Area Networks
Serial No.: 09/654,858 Filing Date: September 5, 2000
Examiner: Group Art Unit: 2161
Docket No.: M-12708 US

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Technology Center 2100

COMMISSIONER FOR PATENTS
Washington, D.C. 20231

SUBSTITUTE POWER OF ATTORNEY BY ASSIGNEE

Sir:

The above-identified assignee, a Delaware corporation, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified by the following Customer Number to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer Number 27869



27869

PATENT TRADEMARK OFFICE

Please direct all telephone calls to:

Gerald P. Parsons
Telephone No.: (415) 217-6000
Fax No.: (415) 434-0646

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ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified

LAW OFFICES OF
SKJERNEN MORRILL LLP

25 METRO DRIVE
SUITE 700
SAN JOSE, CA 95110
(408) 453-9200
FAX (408) 453-7979

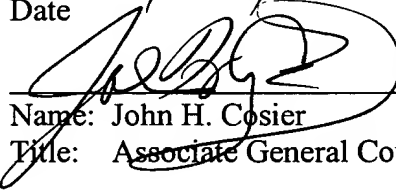
patent application by virtue of a chain of title from the inventor(s) of the above-identified patent application to the above-identified assignee as shown below:

1. From: Calibre, Inc. To ZiLOG, Inc. The document was recorded in the Patent and Trademark Office at Reel 011743, Frame 0946, for which a copy thereof is attached.
2. From: Altweis, Tony To Calibre, Inc. The document was recorded in the Patent and Trademark Office at Reel 011074, Frame 0346, for which a copy thereof is attached.
3. From: Chock, Raymond To Calibre, Inc. The document was recorded in the Patent and Trademark Office at Reel 011074, Frame 0346, for which a copy thereof is attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

4/30/02

Date



Name: John H. Cosier

Title: Associate General Counsel

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JULY 16, 2001

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101700694A

STEINS & ASSOCIATES P.C.
KARL M. STEINS
2333 CAMINO DEL RIO SOUTH
SUITE 120
SAN DIEGO, CA 92108

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 04/04/2001

REEL/FRAME: 011743/0946

NUMBER OF PAGES: 10

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CALIBRE, INC.

DOC DATE: 07/30/2000

ASSIGNEE:

ZILOG, INC.
910 EAST HAMILTON AVENUE
SUITE 110
CAMPBELL, CALIFORNIA 95008

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SERIAL NUMBER: 09113036

PATENT NUMBER:

FILING DATE: 07/09/1998

ISSUE DATE:

SERIAL NUMBER: 09131824

PATENT NUMBER:

FILING DATE: 08/10/1998

ISSUE DATE:

SERIAL NUMBER: 09143150

PATENT NUMBER:

FILING DATE: 08/28/1998

ISSUE DATE:

SERIAL NUMBER: 09285608

PATENT NUMBER:

FILING DATE: 04/02/1999

ISSUE DATE:

SERIAL NUMBER: 09131825
PATENT NUMBER:

FILING DATE: 08/10/1998
ISSUE DATE:

SERIAL NUMBER: 09212203
PATENT NUMBER:

FILING DATE: 12/15/1998
ISSUE DATE:

SERIAL NUMBER: 09128219
PATENT NUMBER:

FILING DATE: 08/03/1998
ISSUE DATE:

SERIAL NUMBER: 09143154
PATENT NUMBER: 6070956

FILING DATE: 08/28/1998
ISSUE DATE: 06/06/2000

SERIAL NUMBER: 09175923
PATENT NUMBER:

FILING DATE: 10/20/1998
ISSUE DATE:

SERIAL NUMBER: 09207694
PATENT NUMBER:

FILING DATE: 12/08/1998
ISSUE DATE:

SERIAL NUMBER: 09654858
PATENT NUMBER:

FILING DATE: 09/05/2000
ISSUE DATE:

SERIAL NUMBER: 09567667
PATENT NUMBER:

FILING DATE: 05/09/2000
ISSUE DATE:

SERIAL NUMBER: 09560224
PATENT NUMBER:

FILING DATE: 04/28/2000
ISSUE DATE:

SERIAL NUMBER: 09567665
PATENT NUMBER:

FILING DATE: 05/09/2000
ISSUE DATE:

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9917639

FILING DATE:
ISSUE DATE:

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9919368

FILING DATE:
ISSUE DATE:

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9918057

FILING DATE:
ISSUE DATE:

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US0004296

FILING DATE:
ISSUE DATE:

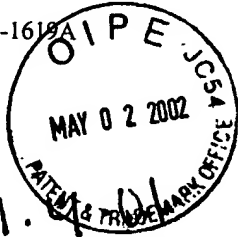
SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9918703

FILING DATE:
ISSUE DATE:

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US0004295

FILING DATE:
ISSUE DATE:

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



05-03-2001



U.S. Department of Commerce
Patent and Trademark Office
PATENT

101700694

**RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other

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- ☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

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☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number **(619) 692-2004**

Name **Karl M. Steins, Reg. No. 40,186**

Address (line 1) **Steins & Associates, P.C.**

Address (line 2) **2333 Camino del Rio South**

Address (line 3) **Suite 120**

Address (line 4) **San Diego, CA 92108**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

8

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09113036

09285608

09128219

09131824

09131825

09143154

09143150

09212203

09175923

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT **US9917639**

PCT **US9918057**

PCT **US9918703**

PCT **US9919368**

PCT **US0004296**

PCT **US0004295**

Number of Properties

Enter the total number of properties involved.

20

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **800.00**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Karl M. Steins, Reg. No. 40,186

Name of Person Signing

Signature

Date

4/9/01

204-135,154-?
305-143,150

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

Enter additional Conveying Party(ies)

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Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Execution Date
Month Day Year

Receiving Party(ies)

Enter additional Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

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State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Patent Application Number(s)

Patent Number(s)

09207694

09567667

09567665

09654858

09560224

PATENT ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of the 27th day of July, 2000 (the "Effective Date") by and between Calibre, Inc., a California corporation (hereinafter referred to as "Assignor"), having its principal place of business at 1762 Technology Drive, Suite 226, San Jose, California 95110-1308, and ZiLOG, Inc., a Delaware corporation (hereinafter referred to as "Assignee"), having its principal place of business at 910 E. Hamilton Ave., Suite 110, Campbell, CA 95008, and is made with reference to the following facts and objectives:

RECITALS

A. Assignor is the owner of the entire and exclusive right, title and interest in, to and under certain patents and/or patent applications and the respective inventions described and claimed therein, as set forth in Exhibit "A" attached hereto;

B. Assignee desires to acquire the entire and exclusive right, title and interest in, to and under such patent rights.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Definitions:** For purposes of this Assignment, the following terms shall have the following meanings:

- a. **U.S. Patents and Applications:** The term "U.S. Patents and Applications" means the United States patents and patent applications identified in the attached Exhibit "A," and every reissue, reexamination, extension, divisional, continuation and continuation-in-part thereof.
- b. **Foreign Counterpart Patent Application:** The term "Foreign Counterpart Patent Application" means any application for a patent in a jurisdiction other than the United States, that claims priority under 35 U.S.C. Section 119, to any of the U.S. Patents and Applications.
- c. **Foreign Counterpart Patent:** The term "Foreign Counterpart Patent" means any patent issued or issuing in a jurisdiction other than the United States from a Foreign Counterpart Patent Application.

2. **Patent Assignment:**

- a. **Assignment of Patent Rights:** For good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in all U.S.

Patents and Applications; all Foreign Counterpart Patents and all Foreign Counterpart Patent Applications (hereinafter collectively referred to as the "Patent Rights").

- b. Representations, Warranties and Covenants of Assignor: Assignor hereby represents and warrants that (i) the patents and patent applications identified in the attached Exhibit "A" are the only patent rights that Assignor owns or controls; (ii) Assignor is the lawful owner of and has good and marketable title to the Patent Rights free and clear of all liens and encumbrances; (iii) Assignor has full legal right, power and authority to sell, assign and transfer the Patent Rights; (iv) to the best of Assignor's knowledge, there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights, and no assignment has been made of the rights assigned hereunder; (v) that all applicable maintenance fees pertaining to the Patent Rights due on or before the Effective Date have been paid; (vi) Assignor has full power and authority to execute, deliver and perform this Assignment in accordance with its terms; and (vii) this Assignment is a valid and binding obligation of the Assignor, enforceable in accordance with its terms. Assignor hereby agrees not to execute any agreement in conflict with this Assignment and that, at the request of Assignee, Assignor will execute and deliver all papers and take such other action as may be necessary or desirable to protect and perfect title to the Patent Rights in Assignee, its successors and assigns.
- c. Issuance of Patent: Assignor, as inventor of the inventions in the Patent Rights that are hereunder assigned to the Assignee, hereby authorizes and requests the Commissioner of Patents, or other proper governmental authority, to issue to Assignee, its successors and assigns, all patents and other patent rights included within the Patent Rights.
- d. Prosecution and Maintenance of Patent Rights: Assignor hereby agrees that Assignor will communicate to Assignee any facts known to Assignor respecting the Patent Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Patent Rights in all countries.

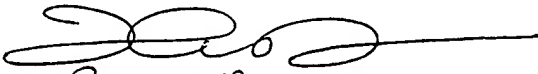
3. Miscellaneous:

- a. Attorneys' Fees: In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Assignment or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition to such other relief as may be granted, to all attorneys' fees and costs incurred in such litigation, arbitration or other proceeding, and in any appeal or enforcement of any judgment rendered therein.


- b. Successors and Assigns: This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- c. Venue: Venue for suit on this Assignment shall be Santa Clara County, California, and all parties hereto agree and consent to venue being proper in such county.
- d. Exhibits: All Exhibits referred to are attached hereto and incorporated herein by this reference.
- e. Governing Law: This Assignment shall be construed and interpreted in accordance with the laws of the State of California.
- f. Integrated Agreement; Modification: This instrument, together with the Agreement, contains the entire agreement of the parties and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.
- g. Severability: The unenforceability, invalidity, illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.
- h. Waiver: No consent or waiver, express or implied by either party to this Assignment of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such part hereunder.
- i. Execution of Documents: The parties hereto hereby agree to execute and deliver such further instruments, agreement contracts and documents, as may be reasonably required to effectuate the stated and intended purposes of this Assignment.
- j. Counterparts: This Assignment may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- k. Neutral Construction: The parties hereto agree that this Assignment will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment as of the date and year first above written.

Calibre, Inc., a California corporation

By: 
Title: President

ZiLOG, Inc., a Delaware corporation

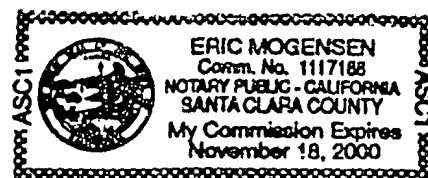
By: 
Title: SVP

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 27th day of July, 2000, before me, ERIC MOGENSEN, a Notary Public, State of CALIFORNIA, duly commissioned and sworn, personally appeared T. GILBERTSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 27th day of July, 2000, before me, ERIC MOGENSEN, a Notary Public, State of CALIFORNIA, duly commissioned and sworn, personally appeared W. ROBERTSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

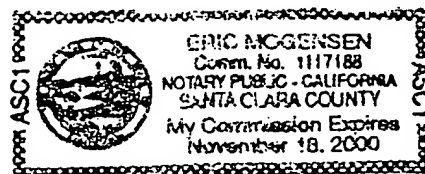


EXHIBIT "A"

LISTING OF PATENT RIGHTS

<u>Docket #</u>	<u>Serial Number</u>
CLB 1 - B69	09/113,036
CLB 1 - B69A	09/285,608
CLB 2 - B70	09/128,219
CLB 2P - B70	PCT/US99/17639
CLB 3 - B71	09/131,824
CLB 3P - B71	PCT/US99/18057
CLB 4 - B72	09/131,825
CLB 5 - B73	09/135,154 304
CLB 5P - B73	PCT/US99/18703
CLB 6P - B74	PCT/US99/19368
CLB 6 - B74	09/143,150 306
CLB 7 - B93	09/212,203
CLB 8 - B94	09/175,923
CLB 9 - B95	09/207,694
CLB 23 - D33	09/567,667
CLB 24 - D34	09/567,665
CLB 7P - D49	PCT/US00/04296
CLB 8P - D50	PCT/US00/04295
CLB 9P - D51	PCT/US00/04294
CLB 1P - D65	PCT/US00/08,858
CLB 25 - D71	09/654,858
CLB 1B - D76	09/560,224
CLB 4P - D83	PCT/US99/18056



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

NOVEMBER 03, 2001

PTAS

STEINS & ASSOCIATES
KARL M. STEINS
2333 CAM. DEL RIO S.
SUITE #120
SAN DIEGO, CA 92108



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RECORDATION DATE: 09/05/2000

REEL/FRAME: 011074/0346
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
ALTWEIS, TONY

DOC DATE: 07/12/2000

ASSIGNOR:
CHOCK, RAYMOND

DOC DATE: 07/12/2000

ASSIGNEE:
CALIBRE, INC.
1762 TECHNOLOGY DRIVE
SUITE 226
SAN JOSE, CALIFORNIA 95110

SERIAL NUMBER: 09654858
PATENT NUMBER:

FILING DATE: 09/05/2000
ISSUE DATE:

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011074/0346 PAGE 2

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ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

09-20-2000

2 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the honorable Commissioner of

101465622

attached original documents or copy thereof

1. Name of conveying party(ies):

9.5.00
Tony Altweis
Raymond ChockAdditional name(s) of conveying party(ies) attached? Yes ☒ No

2. Name and address of receiving party(ies)

Name: Calibre, Inc.

Internal Address:

Street Address: 1762 Technology Drive

Suite 226

City: San Jose State: CA ZIP 95110

Additional name(s) & address(es) attached? ☒ Yes ☒ No

3. nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: 7/12/00

4. Application number(s) or patent number(s):

09/654858
If this document is being filed together with a new application, the execution date of the application is: 7/12/00

A. Patent Application No. (s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steins & Associates

Internal Address:

Street Address: 2333 Cam del Rio S.

Suite #120

City: San Diego State: CA ZIP: 92108

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

JUN 06 2002

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karl M. Steins, 40, 186

Name of person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

In the United States Patent and Trademark Office

Applicant(s): Calibre, Inc.

Title: "Improved Method and System for Electronic Data Sales and Distribution over Wide Area Computer Networks"

Docket No.
CLB25-D71

Assignment by Single Inventor

WHEREAS, the undersigned, hereinafter referred to as Assignor, has invented Improved Method and System for Electronic Data Sales and Distribution over Wide Area Computer Networks, for which Assignor is making application for U.S. Letters Patent; and

WHEREAS, Calibre, Inc., a California Corporation, having a place of business at 1762 Technology Drive Suite 226, San Jose, CA, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, its successors in interest, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by Assignor preparatory to obtaining Letters Patent of the United States therefor, said invention and all applications for Letters Patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of application for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of Assignee without further or other compensation than that above set forth; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee.

7/12/00

Date



Tony Altwies
1762 Technology Drive
Suite 226
San Jose, CA 95110
(408) 573-3890

In the United States Patent and Trademark Office

Applicant(s): Calibre, Inc.

*b458W Title: Improved Method and System for Electronic Data Sales and Distribution over Wide Area Computer Networks" Docket No. CLB25-D71

Assignment by Single Inventor

WHEREAS, the undersigned, hereinafter referred to as Assignor, has invented Improved Method and System for Electronic Data Sales and Distribution over Wide Area Computer Networks, for which Assignor is making application for U.S. Letters Patent; and

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7/12/00
Date

Raymond Chock

Raymond Chock
1762 Technology Drive
Suite 226
San Jose, CA 95110
(408) 573-3890

Steins & Associates, 2333 Camino del Rio South #120, San Diego, CA 92108 (619) 692-2004